

**EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Mr. Doug Smith  
Lahontan RWQCB  
2501 Lake Tahoe Boulevard  
South Lake Tahoe, CA 96150

- C. The original and one (1) approved copy of the invoice or payment request will be forwarded to the State Water Board's Accounting Operations Section by SWRCB's Project Representative. Payment of any invoice will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice or payment request. Failure to use the address exactly as provided above may result in return of the invoice or payment request to the Contractor. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by SWRCB's Project Representative.
- D. Payments prior to satisfactory completion of all work required by the agreement shall not exceed, in the aggregate, ninety percent (90%) of the total earned with the balance to be paid upon satisfactory completion of the agreement.
- E. The invoice shall contain the following information:
  - 1. The word "INVOICE" should appear in a prominent location at the top of page(s);
  - 2. Printed name of the Contractor;
  - 3. Business address of the Contractor, including P.O. Box, City, State, and Zip Code;
  - 4. Name of State Water Board AND the Regional Water Board being billed;
  - 5. The date of the invoice;
  - 6. The number of the agreement upon which the claim is based; and
  - 7. An itemized account of the services for which the State Water Board is being billed;
    - (a) The time period covered by the invoice, i.e., the term "from" and "to";
    - (b) A brief description of the services performed;
    - (c) The method of computing the amount due. Invoices must be itemized based on the categories specified in the Budget. The amount claimed for salaries/wages/consultant fees must also be explained; i.e., hours or days worked times the hourly or daily rate = the total amount claimed;

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(d) The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor under the terms of this agreement; and

(e) Original signature of an authorized person representing Contractor.

F. Remittance Address:

The Address in which the check warrant will be mailed to is:

CONTRACTOR NAME  
ATTN:  
STREET ADDRESS OR PO BOX  
CITY/STATE/ZIP CODE

**2. Budget Contingency Clause**

A. Limitation of State Liability:

PROJECT 1:

The maximum amount to be encumbered under this agreement for the 2005-06 fiscal year ending June 30, 2006 shall not exceed \$\_\_\_\_\_.

The maximum amount to be encumbered for this agreement in the 2006-07 fiscal year ending June 30, 2007 shall not exceed \$\_\_\_\_\_.

The maximum amount to be encumbered for this agreement in the 2007-08 fiscal year ending June 30 2008 shall not exceed \$\_\_\_\_\_.

PROJECT 2:

The maximum amount to be encumbered under this agreement for the 2005-06 fiscal year ending June 30, 2006 shall not exceed \$\_\_\_\_\_.

The maximum amount to be encumbered for this agreement in the 2006-07 fiscal year ending June 30, 2007 shall not exceed \$\_\_\_\_\_.

The maximum amount to be encumbered for this agreement in the 2007-08 fiscal year ending June 30 2008 shall not exceed \$\_\_\_\_\_.

- B. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- C. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

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**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**4. Budget**

**(INSERT BUDGET HERE)**

**PROJECT 1**

- A. \$\_\_\_\_\_ for the budget period of January 17, 2006 through June 30, 2006
- B. \$\_\_\_\_\_ for the budget period of July 1, 2006 through June 30, 2007
- C. \$\_\_\_\_\_ for the budget period of July 1, 2007 through March 15, 2008
- D. \$\_\_\_\_\_ for the entire contract term

**PROJECT 2**

- A. \$\_\_\_\_\_ for the budget period of January 17, 2006 through June 30, 2006 for Project 2
- B. \$\_\_\_\_\_ for the budget period of July 1, 2006 through June 30, 2007 for Project 2
- C. \$\_\_\_\_\_ for the budget period of July 1, 2007 through March 15, 2008 for Project 2
- D. \$\_\_\_\_\_ for the entire contract term for Project 2.

**A. SUBCONTRACTING:**

1. Subcontracted service(s) must be selected by the primary contractor pursuant to a bidding process requiring at least three bids from responsible bidders. A bidding process is not required when a subcontractor(s) is one of the following entities:

Entities excluded from bidding:

- a. Another state entity, including:
    - (1) A governmental agency from any state (Public Contract Code § 10340)
    - (2) A state college or state university from any state
  - b. A local governmental entity or agency, including those created as a Joint Powers Authority (JPA)
  - c. An auxiliary organization of the California State University (CSU), or a California community college
  - d. The Federal Government
  - e. A foundation organized to support the Board of Governors of the California Community Colleges, or
  - f. An auxiliary organization of the Student Aid Commission established under Education Code § 69522.
2. By signing this Agreement, the Contractor is certifying selection of a non-excluded subcontractor(s) was pursuant to a bidding process requiring at least three bids from responsible bidders.
  3. In the event subcontracted service(s) were not selected through the bidding process as described in number 1 above the contractor then must submit to the SWRCB: name(s) of the selected subcontractor(s), services being provided, an explanation outlining the subcontractor(s) unique qualifications that qualified them to be selected through a non competitive bid process, and the number of contracts awarded to them by the primary contractor in the last twelve months.

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In this occurrence, the SWRCB must obtain in accordance to State guidelines, approval that the primary Contractor's selection of the particular subcontractor(s) without competitive bidding was necessary in order to promote the SWRCB's program needs and was not done for the purpose of circumventing competitive bidding requirements. (Public Contract Code § 10410).

4. The SWRCB will only pay overhead charges on the first \$25,000 for each subcontract.
5. Subcontracted services must be disclosed in the line item budget.

**B. Consultant - Staff Expenses**

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any California governmental entity.